

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
KANSAS CITY DIVISION**

IAN POLLARD on behalf of himself and all others similarly situated)	Case No. 4:13-cv-00086-ODS
)	
)	
Plaintiffs)	
)	
VERSUS)	
)	
REMINGTON ARMS COMPANY, LLC., SPORTING GOODS PROPERTIES, INC. and E.I. DU PONT NEMOURS AND COMPANY)	MEMORADUM IN SUPPORT OF MOTION TO STRIKE
)	
)	
Defendants)	

**SUBMISSION REGARDING SETTLEMENT ISSUES AND
REQUEST FOR STATUS CONFERENCE**

NOW INTO COURT come Objectors, Lewis Frost and Richard L. Denney, who respectfully submit this submission for the purpose of bringing to the court's attention information indicating that the subject rifles continue to fire without a trigger pull despite having undergone the repair (trigger replacement) approved by the court in the settlement. There have been multiple reported instances (and an unknown number of unreported incidences) where guns that have been repaired under the settlement nonetheless fired without having the trigger pulled. See: the attached article <https://www.cnbc.com/2020/04/06/remington-trigger-problems-surface-as-class-action-settlement-deadline-nears.html>.

Secondarily, the article points out that the repair centers are closed or at slowed capacity due to the pandemic. It is unknown to the undersigneds whether the claim cut-off date has been extended. It may be beneficial to analyze the claim/take rate, and whether guns remain in queue for repair.

Third, it is unclear whether this court will assert jurisdiction over claims, if any, related to defects in the replacement trigger mechanisms. This and other such issues should be addressed.

Insofar as court in a class action is charged with the protection of the class and because this likely falls under the court's on-going jurisdiction as an order of this court is involved, this information is brought to this court's attention. The court's guidance on how it desires to proceed is respectfully requested. Likewise, input from Remington as well as class counsel is invited. There is an obvious increased danger of unwarranted reliance on the safety of the replacement trigger mechanism because that repair is wrapped in the authority of the court. Here the court-approved repair apparently does not eliminate the danger/defect. As such, it is in the interest of all parties and the court that this provided information be closely considered, and appropriate action be undertaken. It is respectfully suggested that the court should convene a status conference by telephone or other electronic means by which the issue can be further discussed.

Respectfully submitted,

/s/ Gary J. Gabel

**MURPHY, ROGERS, SLOSS, GAMBEL &
TOMPKINS, A.P.L.C.**

Gary Gabel (*Admitted PHV*)
One Shell Square
701 Poydras Street, Suite 400
New Orleans, Louisiana 70139
Telephone: (504) 523-0400
Facsimile: (504) 523-5574
E-Mail: GGabel@mrsnola.com

WILLIS & BUCKLEY, APC

Jennifer N. Willis (*Admitted PHV*)
3723 Canal Street
New Orleans, Louisiana 70119
Telephone: (504) 488-6301
Facsimile: (504) 488-6302
E-Mail: jenniferw@willisbuckley.com

KEMPTON & RUSSELL

Mark T. Kempton
114 East Fifth Street
Sedalia, Missouri 65301
Telephone: (660) 827-0314
Facsimile: (660) 827-1200
E-Mail: Mark@kemptonrussell.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 7th day of May 2020, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system which will send notice of electronic filing to all counsel of record.

/s/ Gary J. Gabel
